

# Information Sharing Guidelines

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**for SchoolsPlus and Department and Agency Partners**

**Effective November 1, 2013**



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# 1 Definitions

## DEPARTMENT AND AGENCY PARTNERS

**Department and Agency Partners** mean the Nova Scotia Departments of Education and Early Childhood Development, Health and Wellness, Justice, and Community Services, the Nova Scotia District Health Authorities, Nova Scotia School Boards, and the IWK Health Centre.

## INFORMATION SHARING

**Information Sharing** means the disclosure of Personal Information (PI) or Personal Health Information (PHI) of youth in the SchoolsPlus Program by SchoolsPlus Facilitators and Department and Agency Partners.

## PARENT

**Parent** means the biological or adoptive parent of the youth, or their guardian, but does not include the foster parent. Where parents are separated or divorced, parent means the custodial parent, and where there is joint custody of the youth, parent means the parent with the most days of custody of the youth.

## PERSONAL HEALTH INFORMATION

**Personal Health Information** means identifying information about an individual, whether living or deceased, and in both recorded and unrecorded forms, if the information:

- i. relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family,
- ii. relates to the application, assessment, eligibility and provision of health care to the individual, including the identification of a person as a provider of health care to the individual,
- iii. relates to payments or eligibility for health care in respect of the individual,
- iv. relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance,
- v. is the individual's registration information, including the individual's health-card number, or
- vi. identifies an individual's substitute decision-maker.

## PERSONAL INFORMATION

**Personal Information** means recorded information about an identifiable individual, including

- i. the individual's name, address or telephone number,
- ii. the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
- iii. the individual's age, sex, sexual orientation, marital status or family status,
- iv. an identifying number, symbol or other particular assigned to the individual,
- v. the individual's fingerprints, blood type or inheritable characteristics,
- vi. information about the individual's health-care history, including a physical or mental disability,
- vii. information about the individual's educational, financial, criminal or employment history,
- viii. anyone else's opinions about the individual, and
- ix. the individual's personal views or opinions, except if they are about someone else.

### **PRIVACY BREACH**

**Privacy Breach** means the inadvertent or deliberate unauthorized collection, use, disclosure, retention or destruction of Personal Information (PI) or Personal Health Information (PHI).

### **RIGHT OF ACCESS AND CORRECTION**

**Right of Access and Correction** means the right of a youth in the SchoolsPlus Program, or their parent or guardian, to gain access to, and to request a correction of, any SchoolsPlus record that relates to them.

### **SCHOOLSPLUS FACILITATOR**

**SchoolsPlus Facilitator** means in each identified school the individual designated to administer the SchoolsPlus Program.

## 2 Purpose and Background

### **PURPOSE**

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The purpose of these guidelines is to provide a concise reference, which, if its provisions are followed, will ensure effective, timely, secure, and privacy compliant information sharing between SchoolsPlus Facilitators and Department and Agency Partners. This sharing will form a solid information base for the provision of the best possible plan for youth.

### **BACKGROUND**

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Information sharing is at the core of effective, integrated service delivery of the SchoolsPlus Program for youth. The sharing of PI and PHI among SchoolsPlus Facilitators and Departmental and Agency Partners helps the SchoolsPlus Partners to collaborate with each other and provide better services to the youth than if they were operating independently. At the same time, such information sharing is not without risk that the privacy of the individual youth and their families might be compromised. Clear and transparent guidelines followed by SchoolsPlus Facilitators and Departmental and Agency Partners, that are understood by youth in the program as well as their families, will ensure that such risks are minimized and manageable.

## 3 Existing Legislation and Policies

SchoolsPlus Facilitators and staff of partner organizations should be aware that these Guidelines are consistent with, and in addition to, the requirements of existing legislation and policies dealing with personal information and personal health information, including the *Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Act*, the *Children and Family Services Act*, and the *Youth Criminal Justice Act*.



# 4 General Guidelines

- 4.1** All information sharing will be consistent with the SchoolsPlus Information Sharing Principles attached as Appendix A.
- 4.2** All sharing of PI and PHI will occur in a timely fashion to ensure that the best options and plans are developed and made available to youth in the SchoolsPlus Program.
- 4.3** Unless there is an imminent danger of the youth seriously harming themselves or others, all sharing of PI and PHI will be done with informed, knowledgeable, and express written consent of the youth or their parent or guardian. In particular, where there is a reasonable suspicion of child abuse, SchoolsPlus Facilitators and Departmental and Agency Partners will, in accordance with the *Children and Family Services Act*, report the suspected abuse to the appropriate authorities.
- 4.4** Only PI and PHI that is relevant to, and necessary for, achieving the best results for the youth in the SchoolsPlus Program will be shared.
- 4.5** All SchoolsPlus Records will be maintained as separate files by SchoolsPlus Facilitators and Departmental Agency Partners and will be accessible only on a “need to know” basis.
- 4.6** All sharing of PI and PHI between SchoolsPlus Facilitators and Departmental and Agency Partners will be done in the most secure manner possible.
- 4.7** SchoolsPlus and Departmental and Agency Partner staff will follow the Information Sharing Quick Reference Guide (attached as Appendix C) to answer questions about what PI or PHI can be shared in specific situations.
- 4.8** SchoolsPlus Facilitators and Departmental and Agency Partner contact persons will be provided training on the privacy compliance obligations under SchoolsPlus.

# 5 Specific SchoolsPlus Information Sharing Guidelines

SchoolsPlus Facilitators and Departmental and Agency Partners will share PI and PHI in accordance with the following specific guidelines under the SchoolsPlus Information Sharing Principles (attached as Appendix A).

## 5.1 YOUTH FOCUS

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**5.1.2** SchoolsPlus Facilitators and Departmental and Agency Partners will share information as required in a timely fashion.

- Where an emergency exists, the requester of the PI and PHI to be shared will be clear in the request that an emergency exists.
- Where SchoolsPlus Facilitators or Departmental and Agency Partners will not share PI or PHI after receiving a request, the reason for not sharing the information will be identified in the response to the request to share information.

**5.1.2** Where there is a dispute between a SchoolsPlus Facilitator and a Departmental or Agency Partner over what PI and PHI can be shared, the Facilitator and the Department or Agency concerned will work to resolve the dispute.

- The Facilitator and the Department or Agency concerned will be flexible and cooperative in attempting to resolve the dispute, and will focus on the goal of providing the best plan for the youth based upon relevant information.
- Where the dispute is not resolved, the disclosing SchoolsPlus Facilitator or Departmental or Agency Partner will, at a minimum, provide a synopsis of the PI or PHI.
- At all times, the SchoolsPlus Facilitators and the Departmental and Agency partners will examine the SchoolsPlus Consent Form to determine and assist in any dispute resolution.

**5.1.3** All youth participating in the SchoolsPlus Program, and their parents or guardians, will be treated in a fair and equitable manner by the consistent application of criteria regarding what information will be shared by SchoolsPlus Facilitators and Departmental and Agency Partners.

## 5.2 ACCOUNTABILITY

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**5.2.1** The Superintendent of each School Board has overall responsibility for privacy compliance for the SchoolsPlus Program in their School Board.

**5.2.2** The SchoolsPlus Facilitators and the Designated SchoolsPlus Contact persons of the Departmental or Agency Partners will be accountable on a day-to-day basis for ensuring privacy compliance in all sharing of PI and PHI.

- The contact information of each SchoolsPlus Facilitator and Departmental or Agency liaison will be made available to all SchoolsPlus Facilitators and Departmental or Agency contact persons.

**5.2.3** SchoolsPlus Facilitators and Departmental and Agency contact persons will maintain a record of each sharing of PI or PHI.

### 5.3 COMPLIANCE

Information sharing between the SchoolsPlus Facilitator and a Departmental or Agency Partner will be in compliance with the relevant provisions of the *Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Act*, and the *Youth Criminal Justice Act*.

### 5.4 NECESSITY

**5.4.1** Unless there is a situation where there is a reasonable possibility that the youth is at risk of harming themselves or others, the PI and PHI that is shared will be limited to those categories of information listed on the SchoolsPlus Consent Form.

**5.4.2** Other than where there is a danger of harm to the youth or others, only information relevant to the plan for the youth will be shared in accordance with the categories listed and described in Appendix B. The SchoolsPlus Facilitator and the Department or Agency concerned will discuss what specific information is required to be shared prior to the request for sharing being acted upon.

**5.4.3** In determining what PI and PHI needs to be shared, the SchoolsPlus Facilitator and the Departmental or Agency Partner will be guided by the reference (attached as Appendix B) for categories of information listed on the Consent Form.

**5.4.4** All sharing of PI and PHI will be on a “need to know” basis only.

### 5.5 CONSENT

**5.5.1** The SchoolsPlus Consent Form (attached as Appendix E) will be the only consent form required and used in the SchoolsPlus Program. No other consent forms will be required by SchoolsPlus Facilitators or Departmental or Agency Partners.

**5.5.2** SchoolsPlus Facilitators will ensure that where a youth is less than 12 years of age, the youth’s parent or guardian will be asked to sign the SchoolsPlus Consent Form for the youth to participate in the SchoolsPlus Program.

- All consent provided by the youth or the parent or guardian shall be informed, knowledgeable, and voluntary.

- 5.5.3** SchoolsPlus Facilitators will ensure that where a youth is 12 years of age or older, both the youth and their parent or guardian will be asked to sign the Consent Form, unless the SchoolsPlus Facilitator has determined that it is not necessary for the parent or guardian to sign the form.
- In determining whether a youth 12 years of age or older, but less than 19 years of age, has the capacity to provide consent on their own, the SchoolsPlus Facilitator will complete the Evaluation of Student's Capacity to Provide Consent (attached as Appendix F).
- 5.5.4** SchoolsPlus Facilitators will ensure that the youth and their parent or guardian are fully advised verbally and/or in writing of the benefits and any potential drawbacks of participating in the SchoolsPlus Program, as well as the consequences of not participating in the program. These benefits and potential drawbacks are included in the Frequently Asked Questions (attached as Appendix G).
- 5.5.5** SchoolsPlus Facilitators will fully explain verbally and/or in writing exactly what PI and PHI is to be collected, used, and disclosed in the SchoolsPlus Program by the Facilitator and the Departmental or Agency Partners, and in particular what information on the youth's progress will be provided to the Partners.
- 5.5.6** Signed consent forms shall be valid for up to and including one year from the date they are signed, unless revoked in writing. Further information sharing after that date requires a new, signed consent form.
- 5.5.7** The provision of PI or PHI in the course of information sharing between SchoolsPlus Facilitators and Partner Departments and Agencies will, except for situations where disclosure is to prevent harm to the individual or others, be limited to the PHI and PI of the individual involved. No PHI or PI of third parties will be shared without the written consent of the third party.

## **5.6 CLARITY**

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- 5.6.1** SchoolsPlus Facilitators will confirm that the youth, and their parent or guardian, has fully understood the explanation about the SchoolsPlus Program and in particular what PI and PHI is to be collected, used, and disclosed in the course of the youth participating in the program.
- The SchoolsPlus Facilitator will note on the youth's file that this confirmation has been made.

## **5.7 TRANSPARENCY**

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- 5.7.1** SchoolsPlus Facilitators will provide all youth who participate in the program and their parents or guardians a clear description of the SchoolsPlus Program, the sharing of their PI and PHI that is to occur with their consent, and their right to withdraw their consent at any time (see Appendix G).
- 5.7.2** SchoolsPlus Facilitators will provide the youth and their parent or guardian a clear description of what PI and PHI will be shared, how the PI and PHI will be shared, and with whom the information will be shared.

## 5.8 ACCURACY

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- 5.8.1** SchoolsPlus Facilitators and Departmental and Agency Partners that share information will clearly identify the source of the information, whether it is fact or opinion, and the date that the information was last updated.
- 5.8.2** Where possible and as needed, SchoolsPlus Facilitators and Departmental or Agency Partners will corroborate any PI or PHI, for example, unsubstantiated information or information that was obtained second-hand.

## 5.9 SECURITY

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- 5.9.1** SchoolsPlus Facilitators will maintain separate, secure, hard copy and electronic storage for all SchoolsPlus records. The records will be accessible only to the SchoolsPlus Facilitator. Departmental or Agency Partners will securely maintain any SchoolsPlus records in accordance with established security policies of their department or agency.
- 5.9.2** SchoolsPlus Facilitators and Departmental and Agency Partners will designate those authorized to provide and receive SchoolsPlus records and will ensure that any exchanges of PI and PHI are conducted in a secure fashion.
- 5.9.3** Transfer of information or records between Departmental and Agency Partners and SchoolsPlus Facilitators will only be done verbally in person or by phone, by encrypted or other secure means electronically (or by standard email where the identity of the youth is anonymized), by secure fax transmissions to designated individuals, or by secure courier or mail services.
- 5.9.4** SchoolsPlus records will be subject to the disaster recovery plan of each participating school, department, or agency.
- 5.9.5** Upon request, SchoolsPlus Facilitators and Departmental and Agency Partners will provide each other with information about the actual physical security arrangements for SchoolsPlus records.
- 5.9.6** SchoolsPlus Facilitators and Departmental and Agency Partners will provide training to relevant personnel on ensuring that the privacy of youth participating in SchoolsPlus is protected.
- 5.9.7** Each SchoolsPlus or Departmental or Agency Partner staff that collect, use, or disclose PI or PHI of the youth will follow the employee code of conduct and any organizational privacy policy with respect to the PI and PHI that is being shared.
- 5.9.8** SchoolsPlus or Departmental or Agency Partner Contact persons will identify the individual requesting the sharing of PI or PHI before disclosing the information to that individual, and confirm that the individual is authorized to receive the PI or PHI on behalf of the school, department, or agency.

## **5.10 OVERSIGHT**

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- 5.10.1** The SchoolsPlus Coordinator and SchoolsPlus Facilitators will periodically jointly review existing privacy practices in SchoolsPlus schools, subject to this agreement.
- 5.10.2** Upon request, Departmental and Agency Partners will make available to SchoolsPlus Facilitators their organizational privacy policies and procedures applicable to information shared with them as part of the SchoolsPlus Program.

## **5.11 RIGHT OF ACCESS AND CORRECTION**

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- 5.11.1** SchoolsPlus Facilitators and Departmental and Agency Partners will make available to youth and/or their parents or guardians an open and transparent policy on how to access or request a correction of their PI and PHI.

## **5.12 NOTIFICATION**

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- 5.12.1** At the time of a youth's entry into the SchoolsPlus Program, SchoolsPlus Facilitators will clearly inform the youth of the PI and PHI that is to be collected, used, and disclosed during the course of their participation in the SchoolsPlus Program.

# 6 Privacy Breaches

- 6.1** SchoolsPlus Facilitators and Departmental and Agency Partners agree to promptly notify each other of any privacy breaches that may have or actually occurred, and as part of the notification will provide particulars of the nature of the breach, remedies that have been implemented, and preventive future measures.
- 6.2** Responsibility for containing and correcting the breach will be with the Information Access and Privacy Coordinator (IAP) for the School Board, Department, or Agency Partner where the breach occurred.

# 7 SchoolsPlus Records

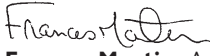
- 7.1** SchoolsPlus Facilitators will maintain separate and distinct SchoolsPlus records and files on the youth. The files will be kept in a separate location from other records, in accordance with security guidelines from the Department of Education or the school board.
- 7.2** Record retention and destruction schedules for SchoolsPlus Records in the schools will be in accordance with existing practices, policies, and relevant legislation.
- 7.3** Departmental and Agency Partners will manage SchoolsPlus information in any of their records in accordance with existing practices, policies, and relevant legislation.



# 8 Signatories to This Document



**Lynn Hartwell**, Deputy Minister, Nova Scotia  
Department of Community Services



**Frances Martin**, Acting Deputy Minister,  
Nova Scotia Department of Health and Wellness



**Carole Olsen**, Deputy Minister, Education and  
Early Childhood Development



**Judith Ferguson**, Deputy Minister, Nova Scotia  
Department of Justice



**Janet Knox**, President/CEO, Annapolis Valley District  
Health Authority



**Dr. Dianne Calvert Simms**, CEO, Cape Breton  
District Health Authority



**Chris Power**, President/CEO, Capital Health  
District Health Authority



**Peter MacKinnon**, CEO, Colchester East Hants  
District Health Authority



**Bruce Quigley**, CEO, Cumberland District  
Health Authority



**Liz Millett**, CEO, Guysborough Antigonish Strait  
District Health Authority



**Pat Lee**, CEO, Pictou County District  
Health Authority



**Dr. Peter Vaughan**, President/CEO South Shore  
District Health Authority



**Blaise MacNeil**, CEO, South West Nova District  
Health Authority



**Anne McGuire**, President/CEO, IWK District  
Health Authority



**Margo Tait**, Superintendent, Annapolis Valley  
Regional School Board



**Ambrose White**, Superintendent, Cape Breton-  
Victoria Regional School Board



**Gary Clarke**, Superintendent, Chignecto Central  
Regional School Board



**Darrell Samson**, Superintendent, Conseil scolaire  
acadienne provincial



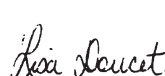
**Elwin LeRoux**, Superintendent, Halifax Regional  
School Board



**Ford Rice**, Superintendent, Strait Regional  
School Board



**Geoff Cainen**, Superintendent, South Shore Regional  
School Board



**Lisa Doucet**, Superintendent, Tri-County Regional  
School Board



# SchoolsPlus Information Sharing Principles

SchoolsPlus Facilitators and Department and Agency Partners participating in a personal information sharing arrangement under SchoolsPlus will be guided in their sharing of personal information and personal health information by the following principles.

## **1. Youth Focus**

Each organization participating in a personal information sharing arrangement under SchoolsPlus will focus on serving the best interests of the youth and, subject to provisions of relevant privacy laws, be flexible in interpreting its role and duties and cooperate with partners as much as possible.

## **2. Accountability**

Each organization participating in a personal information sharing arrangement under SchoolsPlus will designate an individual who will be responsible for developing, implementing, and ensuring privacy compliance with the terms and conditions of the agreement.

## **3. Compliance**

Each organization participating in a personal information sharing arrangement will comply with the provisions of relevant privacy legislation.

## **4. Necessity**

Each organization participating in a personal information sharing arrangement under will only collect, use, disclose, and retain personal information that is necessary to achieve the identified purpose for which the personal information has been collected.

## **5. Consent**

Information sharing between and among organizations participating in SchoolsPlus will be based on knowledgeable, informed, written consent, except where otherwise authorized by law.

## **6. Clarity**

Guidelines, terms, and conditions of personal information sharing arrangements will be clear and comprehensible to each of the parties participating in any personal information sharing arrangement.

## **7. Transparency**

The purpose of any information sharing arrangement under SchoolsPlus will be clearly identified to each of the parties and to the youth (and their parent or guardian) participating in the program at the time of the youth's entry into the program.

## **8. Accuracy**

Each organization participating in an information sharing arrangement under SchoolsPlus will take measures to ensure that the personal information collected, used, and disclosed under the program is current and accurate.

## **9. Security**

Each organization participating in personal information sharing arrangements under the SchoolsPlus Program will make “reasonable security arrangements” for any personal information it collects, uses, or discloses under the program. Such arrangements will be subject to inspection by any other party to the arrangement.

## **10. Oversight**

Each organization participating in a personal information sharing arrangement under SchoolsPlus will periodically review and audit privacy compliance with respect to any personal information it has collected, used, or disclosed under the arrangement. Such reviews and audits will be made available on request to any other organization participating in the arrangement.

## **11. Right of Access and Correction**

Individuals (or their parent or guardian) will have, subject to applicable laws, a right of access to any of their personal information collected, used, and disclosed as a result of their participation in the SchoolsPlus Program and also a right to request correction of that information. Such rights of access and correction will be identified to the individual and/or their personal representative (or substitute decision maker) at the time of entry into the program.

## **12. Notification**

SchoolsPlus Facilitators and any SchoolsPlus partner organizations will promptly notify each other if there is a request to access personal or personal health information that has been collected, used, or disclosed under a SchoolsPlus information sharing arrangement. Also, prior to making any disclosure decisions with respect to any request, the organization receiving the request will consult with the other organization participating in the arrangement.

# Information Categories

The privacy principles of information sharing require that the personal health information (PHI) and personal information (PI) of an individual is shared with the consent of the individual (or substitute decision maker) to whom it pertains. However, the principles also require that only PHI and PI that is needed for effective and coordinated services and treatment of the individual should be shared. As well, the principles require that only those who need to know the PHI or PI for the purposes of delivery of services or treatment will have access to it. This means that it is important that SchoolsPlus Facilitators and Department and Agency Partners have a sound, ongoing working relationship based on trust and respect for privacy principles. While such relationships will depend on the good faith of the Facilitators and the Department and Agency Partners, the information in this appendix should provide some guidance with respect to what PHI and PI needs to be shared for the SchoolsPlus Program to be effective, and how the PHI and PI should be shared.

## INFORMATION SHARING PROCESS

SchoolsPlus Facilitators and Department and Agency Partners will discuss on a case-by-case basis what PHI and/or PI exists about the individual, and what needs to be shared to ensure that the youth will receive the most coordinated and effective services and treatment.

In each case, the Facilitator and Department and Agency Partner will discuss the type and amount of PHI and PI that is required from the relevant information category/categories (see below).

The Facilitator or Department and Agency Partner may provide the required PHI or PI verbally or in writing, either through personal contact, or through case planning meetings attended by the Facilitator and the Department and Agency Partner.

In cases where there is particularly sensitive PHI or PI in a report, assessment, or other record, the Facilitator or the Department and Agency Partner may provide a synopsis or summary of relevant PHI or PI on a “need to know” basis, to achieve the best coordinated services and treatment for the youth.

## SCHOOL INFORMATION

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### **SchoolsPlus information**

This includes referral, intake form, case notes, comprehensive service plans, Baseline Monitoring Plans (attendance, discipline, achievement, student and parent engagement and involvement).

### **Academic progress**

This includes report cards, transcripts, test and examination results, written comments from teachers, and incomplete work.

### **Dates of enrolment, transfer, withdrawal, graduation, attendance, discipline, and suspension**

This includes records that indicate specific dates of when the youth first entered, transferred, withdrew, or graduated from any school or course of study. It also includes their record of attendance at schools in which they were enrolled, dates, and details of any discipline including suspensions.

### **Educational services information**

This includes information about individual services, such as Individual Program Plans (IPP's), and documented adaptations provided to the youth by a school. It also includes credit recovery and transition plans.

### **Medical information**

This includes any recorded medical information about the youth, such as medication, allergies, disabilities, etc. It also includes health care and emergency plans.

### **Custody information**

Where the youth's parents are separated or divorced, or the youth is in a foster home or group home, this includes information indicating which parent has custody of the youth, or who is the youth's legal guardian. Where there is joint custody, the parent with the most days of custody during the course of the year should be noted.

### **Referrals, reports, and correspondence**

This includes documents, correspondence, or verbal feedback received from guidance counsellors, psychologists, mental health clinicians, hearing and speech clinicians, occupational therapists, physiotherapists, medical doctors, social workers, and other professional service providers.

### **Other**

This could include program planning meeting notes, information about the health and safety of the youth, or risk of harm to others.

## **DISTRICT HEALTH AUTHORITY AND IWK INFORMATION**

The medical information from the District Health Authorities and IWK Health Centre may include: discharge summaries, consults, emergency room visits, ambulance reports, patient care notes, involuntary admission documentation, operative reports, clinic notes, assessments, history and physical reports. The information may be provided by clinical, mental health, addictions, or other health sources.

### **Reports and assessments**

This includes information contained in psychological or psychiatric assessments conducted on the youth in accordance with Provincial Mental Health Standards.

### **Diagnoses**

This includes any written diagnoses and long term prognoses prepared by a health practitioner (family doctor, psychiatrist, psychologist, etc.).

### **Treatment participation**

This includes information about the youth's nature and frequency of participation in any treatment program, including any results of treatment to date.

### **Medication and dosage**

This includes information about any medication that the youth is taking and the reasons for taking the medication.

### **Self-harm and risk level**

This includes assessments of the youth's likelihood of harming themselves or others. Self-harm describes a wide range of actions that individuals inflict on themselves in a deliberate manner. These actions may include cutting, burning, scalding, hitting or scratching, breaking bones, hair pulling, swallowing toxic substances or objects, etc. (See page 30 of the current Provincial Mental Health Standards).

## **DEPARTMENT OF COMMUNITY SERVICES INFORMATION**

Programs may include Child Welfare, Services for Persons with Disabilities, Employment Support and Income Assistance, Early Childhood Development, Child and Youth Strategy, etc.

### **Referrals and Interventions**

This includes Child Welfare Substantiated Referrals or Substantiated Risk Issues for Current Involvement, or records of actual interventions.

### **Case plans**

This includes actual case plans.

## DEPARTMENT OF JUSTICE INFORMATION

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Note, these categories of information may be subject to disclosure prohibitions of the courts or the *Youth Criminal Justice Act*.

### **Probation, deferred custody and custody and supervision orders**

These are community-based supervision orders from the Court which contain conditions that the youth is to abide by during the term of the order.

### **Pre-sentence reports**

These are Court-ordered assessments of the youth. The Pre-Sentence Report is prepared by a Probation Officer to assist the Judge in determining an appropriate disposition. It contains background information on the youth, details of interviews with persons involved with the offence situation (e.g., victim, parents) or with the youth (e.g., principal, employer), and information on the availability of programs in the community that would assist in addressing presenting issues, such as substance abuse, anger management, etc.

### **Risk/needs assessments**

Risk/needs assessments (Youth Level of Service - Case Management Inventory) are completed by a Probation Officer at both the pre-sentence and post-sentence stage to identify areas of criminogenic risk and need for the youth. These assessments assist the Probation Officer in establishing a case management plan that focuses on the key areas necessary to affect positive change in the youth during the period of supervision.

### **Medical or psychological assessment reports**

A Judge can order a medical or psychological assessment under the *Youth Criminal Justice Act*, for the purposes of considering sentencing.

### **Community reintegration plan**

This is a plan made by the youth and his or her Youth Worker for reintegration into the community following a period of custody. It is used to set out the most effective programs available to the student to maximize his or her chances for successful reintegration into the community.

### **Restorative justice agreements**

This is an agreement reached through the Restorative Justice process, involving the youth, victim, parents, etc., and could include terms for financial compensation, community service work, personal service to the victim, community reconciliation, education programs, assessment for counselling, or any other outcome agreed upon by the participants.

### **Undertakings/conditions of release**

These are Court-ordered conditions of release allowing a student to remain in the community until all court appearances in relation to an offence are complete.



# Information Sharing Quick Reference Guide



## PURPOSE






This document provides guidance for SchoolsPlus staff and departmental and agency partners, to allow them to make decisions on how and when to share information about children, youth, adults, and families.

## VISION

Integrated Service Delivery under the SchoolsPlus Program, using authorized and effective information sharing, provides the best treatment for youth at risk.

## LEGISLATION

There are two major pieces of privacy legislation in Nova Scotia, the *Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Act*. There may be other applicable legislation (e.g., *Youth Criminal Justice Act*, *Education Act*, *Children and Family Services Act*) and policies pursuant to those laws.

 <b>Green Light</b>	 <b>Yellow Light</b>		
<p>Generally speaking, pursuant to the <i>Freedom of Information and Protection of Privacy Act</i> and the <i>Personal Health Information Act</i>, personal information and personal health information <b>can be shared</b> under the following circumstances:</p> <ul style="list-style-type: none"> <li>• with written consent, <b>or</b></li> <li>• to avert or minimize imminent danger to the health or safety of the youth or other person(s), <b>or</b></li> <li>• to report a youth who might need intervention under the <i>Children and Family Services Act</i>, <b>or</b></li> <li>• by order of the Court</li> </ul> <p>Generally speaking, pursuant to the <i>Personal Health Information Act</i>, personal health information <b>can also be shared</b> by a “custodian” (as defined by the Act) to a “custodian” involved in the individual’s health care, if the disclosure is reasonably necessary for the provision of health care to the individual, and the individual’s consent to disclose the information has not been revoked or withdrawn.</p>	<p>In the following circumstances, obtain more information and/or get advice from a supervisor, consultant, or lawyer:</p> <ul style="list-style-type: none"> <li>• when consent is not provided or refused, but where there may be a health or safety issue for an individual or groups, <b>or</b></li> <li>• to report criminal activity to police, <b>or</b></li> <li>• where there is a demand or request to produce information for a legal proceeding, <b>or</b></li> <li>• when a professional code of ethics may be perceived to limit disclosure</li> </ul> <tr> <th data-bbox="883 1234 1450 1304">  <b>Red Light</b> </th><td data-bbox="883 1304 1450 1507"> <p>Information can <b>never be shared</b> if there is</p> <ul style="list-style-type: none"> <li>• a legislative requirement barring disclosure, <b>or</b></li> <li>• no consent and no need to know, nor overriding health/safety concerns, <b>or</b></li> <li>• consent but no need to know, nor overriding health/safety concerns</li> </ul> </td></tr>	 <b>Red Light</b>	<p>Information can <b>never be shared</b> if there is</p> <ul style="list-style-type: none"> <li>• a legislative requirement barring disclosure, <b>or</b></li> <li>• no consent and no need to know, nor overriding health/safety concerns, <b>or</b></li> <li>• consent but no need to know, nor overriding health/safety concerns</li> </ul>
 <b>Red Light</b>	<p>Information can <b>never be shared</b> if there is</p> <ul style="list-style-type: none"> <li>• a legislative requirement barring disclosure, <b>or</b></li> <li>• no consent and no need to know, nor overriding health/safety concerns, <b>or</b></li> <li>• consent but no need to know, nor overriding health/safety concerns</li> </ul>		

## Resources

*Nova Scotia Freedom of Information and Protection of Privacy Act and Personal Health Information Act*  
<http://nslegislature.ca/legc/~office.htm>

*Youth Criminal Justice Act*  
<http://laws-lois.justice.gc.ca/eng/index.html>

## For more information, contact:

Tara Moore, SchoolsPlus Coordinator  
 Student Services, Department of Education  
 2021 Brunswick Street  
 Halifax, NS  
 B3K 2Y5

Phone: 902-424-7308 Email: [MooreTL@gov.ns.ca](mailto:MooreTL@gov.ns.ca)

Source: This Quick Reference Guide was adapted from “Information Sharing for Human Service Providers in the Alberta Public Sector” (Province of Alberta 2008).

6-11-2012

# Information Sharing Agreement Template

BETWEEN

AND

## **WHEREAS** (Recitals)

(Identifies the parties to the agreement, the reasons for the information sharing, and the legal authority for the information sharing)

## **THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **1. Definitions**

(This section should specify the definitions of key terms in the agreement, i.e. personal information, personal health information, information sharing, privacy breach etc.)

### **2. Purpose**

(This section should identify the purpose of the information sharing agreement.)

### **3. Personal Information (PI) and Personal Health Information (PHI) to be shared**

(This section should specify the information that is to be shared between the parties.)

### **4. Method of Sharing the PI and PHI**

(This section should specify how the parties will share the information, i.e. hard copies, faxes, electronic files, etc.)

### **5. Notification**

(This section should specify how the youth and the parents or guardians are to be notified about the information sharing that will occur. This section should also specify the situations where one party or the other has to notify the other party of a change in circumstances that could affect the agreement, e.g. legislative change.)

### **6. Use of PI and PHI**

(This section should specify how the PI and PHI is to be used in accordance with the consent form and as authorized or required by law. It also should specify any limitations on use.)

**7. Disclosure of PI and PHI**

(This section should specify in what circumstances and to whom the personal information is to be disclosed in accordance with the signed consent form or as authorized or required by law. It also should specify any limitations on use.)

**8. Accuracy**

(This section should specify how the parties will ensure that the information is accurate and current.)

**9. Security**

(This section should specify how the parties will maintain security around the information including but not limited to access to the information, administrative, e.g. policies, employee confidentiality agreements etc., technical and physical safeguards, etc. Either under Security or as a separate provision, there should be an explanation of how the administration of the security provisions of the agreement will be audited.)

**10. Retention and Disposition**

(This section should specify how the SchoolsPlus Records will be retained by the parties, how separate files will be kept exclusively for SchoolsPlus, how long the records will be retained etc.)

**11. Accountability**

(This section should specify who is responsible for ensuring the provisions of the agreement are fulfilled, who will be monitoring the implementation of the agreement and how, and who will be the contact person with respect to the agreement. It should also note that each party is responsible for the actions of its employees.)

**12. Breach**

(This section should specify the protocol and notification procedures if there is a breach of an individual's privacy by either of the parties)

**13. Termination**

(This section should specify the grounds for termination under the agreement, and what occurs when one party or the other terminates the agreement.)

**14. Term**

(This section should specify term of the agreement, and any options for renewal.)

**15. Requests for Access and Correction of PI and PHI**

(This section should specify how requests for access by the youth in the SchoolsPlus Program or their parent or guardian for their own PI or PHI will be processed, and what procedures there are for notifying the other party to the agreement about the request for access or correction.)

**16. Amendment**

(This section should specify how the agreement can be amended by the parties.)

**17. Other**

(Other clauses relating to particular areas specific to the parties could be included here, e.g. how to resolve any conflicts or disagreements in the implementation of the agreement.)

**IN WITNESS WHEREOF** this Agreement has been signed on behalf of \_\_\_\_\_ by:

\_\_\_\_\_ Date \_\_\_\_\_

(Name and Title of Head of Organization A or Delegate)

**Witness:** \_\_\_\_\_

**IN WITNESS WHEREOF** this Agreement has been signed on behalf of \_\_\_\_\_ by:

\_\_\_\_\_ Date \_\_\_\_\_

(Name and Title of Head of Organization B or Delegate)

**Witness:** \_\_\_\_\_



## Consent for Participation in SchoolsPlus and the Collection, Use, and Disclosure of Personal Information

[Name of School Board]

Name of SchoolsPlus Staff: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Student: \_\_\_\_\_  
(First Name) (Middle Name) (Last Name)

Date of Birth: \_\_\_\_\_  
(Day) (Month) (Year)

### For Parent/Guardian

By signing this form, I \_\_\_\_\_ consent to allow my child \_\_\_\_\_ to participate in the SchoolsPlus Program in the [Name of School Board].

I further consent that the agencies/organizations listed below may, in collaboration with each other, collect, use, and share the personal and personal health information about my child. This will be done to create a plan for my child, coordinate services for my child, provide services to my child, allow relevant SchoolsPlus agencies to report to each other on my child's progress, and to monitor and evaluate my child's response to SchoolsPlus.

### For Student

By signing this form, I \_\_\_\_\_ consent to participate in the SchoolsPlus Program in the [Name of School Board].

I further consent that the agencies/organizations listed below may, in collaboration with each other, collect, use, and share my personal and personal health information. This will be done to create a plan for me, coordinate services for me, provide services to me, allow relevant SchoolsPlus agencies to report to each other on my progress, and to monitor and evaluate my response to SchoolsPlus.

### This form is approved by the following department and agency partners in SchoolsPlus:

Nova Scotia Department of Education  
and Early Childhood Development  
Nova Scotia Department of Community Services  
Nova Scotia Department of Justice  
Nova Scotia Department of Health and Wellness  
Annapolis Valley District Health Authority  
Cape Breton District Health Authority  
Capital District Health Authority  
Colchester East Hants Health Authority

Cumberland Health Authority  
Guysborough Antigonish Strait Health Authority  
Pictou County Health Authority  
South Shore District Health Authority  
South West Nova District Health Authority  
IWK Health Centre  
Annapolis Valley Regional School Board

Cape Breton-Victoria Regional School Board  
Chignecto-Central Regional School Board  
Conseil scolaire acadien provincial  
Halifax Regional School Board  
South Shore Regional School Board  
Strait Regional School Board  
Tri-County Regional School Board

## Information That May Be Shared

### [Name of School Board]

- SchoolsPlus information including referral, intake form, case notes, comprehensive service plan
- base-line monitoring form
- academic progress such as report cards and transcripts
- dates of enrolment, transfer, withdrawal, graduation, attendance, discipline, and suspension
- information about educational services such as Individual Program Plans, documented Adaptations
- medical information affecting educational programming, or health and safety
- custody information
- referrals, reports, and correspondence from board staff including psychologists, hearing and speech clinicians, and social workers
- other (please specify):

### Health Authority and/or IWK Health Centre

- reports and assessments including vision, hearing, addiction, and mental health
- diagnosis information
- participation in treatment
- medication and dosage
- self-harm and risk level
- other (please specify):

### Nova Scotia Department of Community Services

- information regarding referrals
- information regarding case plans
- information regarding interventions
- other (please specify):

### Nova Scotia Department of Justice

Authority for disclosure of the following information by Department of Justice to SchoolsPlus can be found in subsection 125(6) of the *Youth Criminal Justice Act*. Information is disclosed to SchoolsPlus by the Department of Justice in accordance with the timelines set out in subsection 119(2).

- Probation, Deferred Custody, and Custody and Supervision Orders
- Pre-Sentence Reports
- risk/needs assessments
- medical or psychological assessment reports
- Community Reintegration Plans
- Restorative Justice Agreements
- undertakings/conditions of release
- other (please specify):

### Other

Name of organization: \_\_\_\_\_

Type of information that may be shared: \_\_\_\_\_

**RCMP and Police**

The RCMP and police are important partners in SchoolsPlus. We may share information with them, and they may share information with us, such as any involvement with law enforcement agencies. We do this if it is relevant to the development, implementation and review of a comprehensive service plan or SchoolsPlus programs, or in accordance with the provisions of the *Youth Criminal Justice Act*.

The agencies and organizations listed on this form are governed by legislation that includes, but is not limited to, the provincial *Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Act*, the federal *Privacy Act*, and the *Municipal Government Act*.

My personal and personal health information will not be shared with any other individual or organization except where authorized or required by law, including but not limited to the *Youth Criminal Justice Act* and the *Children and Family Services Act*.

A SchoolsPlus staff member has reviewed the Frequently Asked Questions with me, and I consent to the collection, use, disclosure, and sharing of the information indicated above.

I understand that my consent is only valid for one year, and that if I do not wish to have my/my child's information shared with a particular organization, I may strike out the name of that organization and initial the striking out. I also understand that I may withdraw my consent in whole or in part at any time.

**For Parent(s)/Guardian(s)**

1. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Same as address 1

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**For Student**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Same as address 1 ☐ Same as address 2

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

SchoolsPlus partners are committed to protecting the privacy, confidentiality, and security of all personal and personal health information that has been entrusted to us. We provide this protection, in part, by complying with the *Freedom of Information and Protection of Privacy Act* and other laws. If you have any questions about the collection or use of personal and personal health information, contact the Information Access and Privacy Manager in the [Name of School Board] at (902) XXX-XXXX.




## Evaluation of Student's Capacity to Provide Consent

[Name of School Board]

SchoolsPlus staff will complete this form when the student is under 19 years of age, is signing the SchoolsPlus Consent for Participation form, and parental consent is not being obtained.

In my professional judgment, I believe \_\_\_\_\_ (name) is capable of consenting to participate in the SchoolsPlus Program in the [Name of School Board] and to consent to the collection, use, and disclosure of his or her information.

 SchoolsPlus Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Notes (Optional): \_\_\_\_\_

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Attach any other documents that contributed to your decision to allow the student to consent.





## SchoolsPlus Frequently Asked Questions for Consenting Parent(s)/Guardian(s)

[Name of School Board]

The SchoolsPlus facilitator/leader must review this document with the parent(s)/guardian(s) before the Consent for Participation form is signed.

### 1. What is SchoolsPlus?

SchoolsPlus is an integrated service delivery program that is held at the school, and where government, health, and other community organizations work together to deliver services to families. SchoolsPlus serves all children, youth, and families, particularly those for whom additional supports and services are needed for their success. Referrals come primarily from school program planning teams. Service providers may also make referrals, and students and families may refer themselves. The response to a referral will depend upon the level of need identified at the time of referral. Sometimes this will mean a simple sharing of contact information to connect students and families with the services they need. At other times, the facilitator may organize a meeting with a number of service providers to create an action plan for a student or a family. We call this action plan a comprehensive service plan.

### 2. Why am I being asked to sign a consent form?

The consent form asks you for your permission to allow your child to participate in integrated service delivery and for your permission to allow your child's SchoolsPlus staff and service providers to collect, use, and share your child's personal information and personal health information in order to create a plan for your child, provide services to your child, and allow relevant SchoolsPlus agencies to report to each other on your child's progress, and monitor and evaluate your child's response to SchoolsPlus.

If your child is under 12 years of age, the SchoolsPlus staff will ask you to sign a consent form. The signed consent form will enroll your child in integrated service delivery, and will permit SchoolsPlus staff and service providers to share your child's personal information.

If your child is 12 years of age or older, both you and your child will be asked to sign the consent form, unless the SchoolsPlus staff feels that it is not necessary for you to sign. As much as possible, we like to involve parents and guardians as partners in SchoolsPlus.

### 3. What is "personal information" and "personal health information"?

"Personal information" is information that identifies a person. Some examples of personal information are

- name, address, telephone number
- race, ethnic origin, or religious beliefs or associations
- age, gender, sexual orientation, family status
- opinions about a person

"Personal health information" is information that identifies a person and is collected when the person receives health care services; it may include physical and mental health history, health card number, etc. This information may be in paper or in electronic form contained in your health record.

#### **4. What will you do with my child's personal information?**

We may ask your child or other service providers to give us personal information about your child. We do this because it is useful for service providers to understand the types of services that your child has received in the past and why your child received them. This helps us design the best plan and decide what services might be appropriate for your child.

We may share your child's personal information with another service provider, to coordinate the delivery of services among different service providers, and to discuss your child's progress.

The RCMP and police are important partners in SchoolsPlus. We may share information with them, and they may share information with us, such as any involvement with law enforcement agencies. We do this if it is relevant to the development, implementation, and review of a comprehensive service plan or SchoolsPlus programs. The RCMP and police are permitted to share information for the purposes of rehabilitation, under the *Youth Criminal Justice Act*, Sections 119(2) and 125(6). Your consent is not required for information to be shared under this legislation.

We will not share your child's personal or personal health information with any other organization or individual except where authorized or required by law.

#### **5. What Information will be collected, used, and shared?**

The information we want to collect, use, or share is listed on the consent form. Service providers will only collect, use, and share information that is necessary to create a plan for your child, deliver services to your child, and to monitor and report on your child's progress in the program.

#### **6. Will your personal information be confidential?**

Yes, your child's personal information will be confidential. Your child's personal information will only be shared among people helping your child. It will not be shared with anyone else except where authorized by law. However, if your child tells us that he/she plans to cause harm to himself/herself or cause harm to others, or that he/she has been abused, we must report it to the appropriate authority.

#### **7. Can I cancel this consent and what would that mean?**

You have the right to cancel consent at any time by writing to your child's SchoolsPlus staff. Before you cancel your consent, talk to your child's SchoolsPlus staff to determine the best option for your child. Consent is valid for 12 months.

#### **8. I have questions or concerns about how my personal information is being managed.**

Please contact:

Information Access and Privacy Manager  
[Name of School Board]  
Telephone: (902) XXX-XXXX



## SchoolsPlus Frequently Asked Questions for Consenting Students

[Name of School Board]

The SchoolsPlus facilitator/leader must review this document with the student before the Consent for Participation form is signed.

### 1. What is SchoolsPlus?

SchoolsPlus is an integrated service delivery program that is held at the school, and where government, health, and other community organizations work together to deliver services to families. SchoolsPlus serves all children, youth, and families, particularly those for whom additional supports and services are needed for their success. Referrals come primarily from school program planning teams. Service providers may also make referrals, and students and families may refer themselves. The response to a referral will depend upon the level of need identified at the time of referral. Sometimes this will mean a simple sharing of contact information to connect students and families with the services they need. At other times, the facilitator may organize a meeting with a number of service providers to create an action plan for a student or a family. We call this action plan a comprehensive service plan.

### 2. Why am I being asked to sign a consent form?

The consent form asks you for your permission to participate in integrated service delivery and for your permission to allow your SchoolsPlus staff and service providers to collect, use, and share your personal information in order to create a plan for you, provide services to you, allow relevant SchoolsPlus agencies to report to each other on your progress, and to monitor and evaluate your response to SchoolsPlus.

If you are under 12 years of age, the SchoolsPlus staff will ask your parent/guardian to sign a consent form. The signed consent form will enroll you in integrated service delivery, and will permit SchoolsPlus staff and service providers to share your personal information.

If you are 12 years of age or older, both you and your parent/guardian will be asked to sign the consent form, unless the SchoolsPlus staff feels that it is not necessary for your parent/guardian to sign. As much as possible, we like to involve parents and guardians as partners in SchoolsPlus.

### 3. What is “personal information” and “personal health information”?

“Personal information” is information that identifies a person. Some examples of personal information are

- name, address, telephone number
- race, ethnic origin, or religious beliefs or associations
- age, gender, sexual orientation, family status
- opinions about a person

“Personal health information” is information that identifies a person and is collected when the person receives health care services; it may include physical and mental health history, health card number, etc. This information may be in paper or in electronic form contained in your health record.

#### **4. What will you do with my personal information?**

We may ask you or other service providers to give us personal information about you. We do this because it is useful for service providers to understand the types of services that you have received in the past and why you received them. This helps us design the best plan and decide what services might be appropriate for you. We may share your personal information with another service provider, to coordinate the delivery of services among different service providers, and to discuss your progress.

The RCMP and police are important partners in SchoolsPlus. We may share information with them, and they may share information with us, such as any involvement with law enforcement agencies. We do this if it is relevant to the development, implementation, and review of a comprehensive service plan or SchoolsPlus programs. The RCMP and police are permitted to share information for the purposes of rehabilitation, under the *Youth Criminal Justice Act*, Sections 119(2) and 125(6). Your consent is not required for information to be shared under this legislation.

We may use your personal information for the purposes of research or evaluation of SchoolsPlus, or similar purposes, after removing names or other identifying information.

We will not share your personal or personal health information with any other organization or individual except where authorized or required by law.

#### **5. What Information will be collected, used, and disclosed?**

The information we want to collect, use, or share is listed on the consent form. Service providers will only collect, use, and share information that is necessary to create a plan for you, deliver services to you, and to monitor and report on your progress in the program.

#### **6. Will my personal information be confidential?**

Yes, your personal information will be confidential. Your personal information will only be shared among people helping you. It will not be shared with anyone else except where authorized by law. However, if you tell us that you plan to cause harm to yourself or cause harm to others, or that you have been abused, we must report it to the appropriate authority.

#### **7. Can I cancel this consent and what would that mean?**

You have the right to cancel consent at any time by writing to your SchoolsPlus staff. Before you cancel your consent, talk to your SchoolsPlus staff to determine the best option for you. Consent is valid for 12 months.

#### **8. I have questions or concerns about how my personal information is being managed.**

Please contact:

Information Access and Privacy Manager  
[Name of School Board]  
Telephone: (902) XXX-XXXX